



## **Collective Agreement**

**Between**

**Covenant Health**

**-and-**

**Alberta Union of Provincial Employees  
(on behalf of the Bargaining Units listed in Appendix B)**

**Expires March 31, 2020 2022**

**General Support Services**

## Legend

The Union proposal is made in an Article per page format for ease of reference

The Left Margin of a page will identify where changes are being proposed and will include ADM for amendments, DEL for deletions, and NEW for new language.

**BOLD** Denotes proposed new language

~~Strikethrough~~ Denotes proposed deletions

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COLLECTIVE AGREEMENT made this 16<sup>th</sup> day of April, 2019.

BETWEEN  
COVENANT HEALTH

OF THE FIRST PART

AND

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES,  
(hereinafter referred to as the "Union")  
on behalf of those bargaining units listed in Appendix B

OF THE SECOND PART

**PREAMBLE**

Agreeing that the primary purpose of the Employer is to provide quality health care with compassion consistent with its mission, vision and values, it is the intent of the Parties to:

- (a) ensure the provisions of the best possible service and care;
- (b) protect the interests of clients, Employees and the community;
- (c) maintain harmonious relations between the Employer and the Union;
- (d) recognize the mutual value of joint discussions and negotiations in all matters of mutual concern to the Parties.

NOW THEREFORE the Parties hereto agree as follows:

**ARTICLE 1**  
**TERM OF THE COLLECTIVE AGREEMENT**

- 1.01 Except where specifically provided otherwise, the terms of this Collective Agreement shall be effective from the date upon which the Alberta Union of Provincial Employees and Covenant Health exchange notice of ratification by their principals of this Collective Agreement, up to and including March 31, 2020 2022 and from year to year thereafter unless notice, in writing, is given by either Party to the other Party, not less than sixty (60) calendar days nor more than one hundred and twenty (120) calendar days prior to the expiration date, of its desire to amend this Collective Agreement.
- 1.02 When either Party serves notice of desire to amend the Collective Agreement in accordance with Article 1.01, the Negotiating Committees shall exchange any proposed amendments at commencement of negotiations.
- 1.03 This Collective Agreement shall continue in force and effect until a new Collective Agreement has been ratified.
- 1.04 Any notice required to be given in this Collective Agreement shall be deemed to have been sufficiently served if personally delivered or mailed in a prepaid registered envelope addressed in the case of the Employer to the Chief Executive Officer or designate of the Employer and in the case of the Union to:
- The President  
The Alberta Union of Provincial Employees  
10451-170 Street NW  
EDMONTON AB T5P 4S7
- 1.05 An Employee whose employment has terminated prior to the ratification of this Collective Agreement is eligible to receive retroactively any increase in wages, which the Employee would have received but for the termination of employment, upon submission of a written application to the Employer during the period between the expiry date of the preceding Collective Agreement and sixty (60) calendar days after the ratification of this Collective Agreement.

**THE UNION WISHES TO DISCUSS AND RESERVES THE RIGHT TO TABLE  
PROPOSALS DURING BARGAINING**

**ARTICLE 14  
HOURS OF WORK**

14.01      **Continuous Operation**

It is understood and agreed that work shall provide for a continuous operation Monday through Sunday. Also, a weekend is defined as Saturday and Sunday.

14.02      **Posting of Shift Schedules**

- (a) Shift schedules, covering a minimum of a six (6) week period shall be posted not less than twenty-eight (28) calendar days in advance. When a change is made in the Regular Employee's scheduled work days the Employee shall be informed and the change shall be recorded on the shift schedule. When such change is made with less than seven (7) calendar days notice, the Regular Employee shall be paid at two times (2X) the Basic Rate of Pay for all hours worked on the first (1<sup>st</sup>) shift of the changed schedule.
- (b) If, in the course of a posted schedule, the Employer changes the Employee's scheduled shift (i.e. days to evenings, days to nights or evenings to nights) with less than forty-eight (48) hours notice, the Employee shall be paid at the rate of two times (2X) their Basic Rate of Pay for all hours worked on the changed shift.
- (c) If, in the course of a posted schedule, the Employer changes a regular Employee's scheduled start time and/or end time with less than forty-eight (48) hours notice, the Employee shall be paid at two times (2X) their Basic Rate of Pay for hours worked outside of the originally scheduled hours.
- (d) The Employer shall allow a Representative of the Union to reproduce a copy of the posted shift schedule.

14.03      **Daylight Saving Time**

On the date fixed by proclamation, in accordance with the *Daylight Saving Time Act*, of the conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional hour with additional payment due therefore at the applicable overtime rate. On the date fixed by said *Act* for the resumption of Daylight Saving Time, the resultant reduction of one (1) hour in the shift involved shall be effected with the appropriate deduction in regular earnings.

14.04      **Request to Report for a Later Shift**

In the event a Regular Employee reports for work as scheduled and is requested by the Employer to report for a later shift, the Regular Employee shall be compensated for the inconvenience by payment of three (3) hours pay at the Employee's Basic Rate of Pay.

14.05

**Rest Periods**

- (a) All Regular Employees shall be permitted one (1) rest period of fifteen (15) minutes during each period of three point eight seven five (3.875) hours of work, the time of which shall be scheduled by the Employer. Rest periods will not be scheduled in conjunction with meal periods, starting times, quitting times, or taken together except by mutual agreement of the Employee and the Employer.
- (b) If an Employee is unable to take their or their paid rest period or where an Employer directs an Employee to work, or return to duty, during the Employee's rest period, the Employee shall:
  - (i) be provided with a rest period by the end of the Employee's shift; or
  - (ii) where a rest period by the end of the shift is not possible, be paid for an additional fifteen (15) minutes at two times (2X) the Employee's Basic Rate of Pay.

14.06

**Meal Periods**

- (a) A meal period of not less than one-half (1/2) hour and not more than one point five (1.5) hours shall be granted to all Employees at approximately the mid-point of each work period that exceeds four (4) hours. Such meal period shall be without pay except as provided for in Article 14.06(b).
- (b) An Employee who is directed by the supervisor to remain on duty or is recalled to duty during their meal period shall:
  - (i) be provided with a meal period later in the Employee's shift; or
  - (ii) where a meal period later in the shift is not possible, be paid for the meal period at two times (2X) the Employee's Basic Rate of Pay.

14.07

**Employee Shift Exchange**

- (a) Employees may exchange shifts among themselves, provided that:
  - (i) the exchange is agreed to, in writing, between the affected Employees; and
  - (ii) prior approval of such exchange has been given by the Employee's immediate supervisor.
- (b) Where such a request is made in writing, the Employer's reply shall also be in writing.
- (c) Such exchange shall be recorded on the shift schedule.
- (d) Such exchange shall not be a violation of the provisions of this Collective Agreement.
- (e) Such change shall not result in any extra cost for the Employer.



14.08

**Full-time Employees**

- (a) Regular hours of work, exclusive of meal periods, for Regular Full-time Employees, shall be:
  - (i) seven point seven five (7.75) work hours per day; and
  - (ii) thirty-eight point seven five (38.75) hours per week averaged over one (1) complete cycle of the shift schedule.
- (b) Regular Full-time Employees who are scheduled to rotate shifts (days, evenings and nights; or days and evenings; or days and nights) shall be assigned not less than one-third (1/3) day shifts during a shift cycle, unless otherwise mutually agreed to between the Employer and the Employee. The Employer shall consider a request by such Employee(s) to work permanent evenings and/or night shifts.
- (c) Unless otherwise mutually agreed between the Employer and the Employee, shift schedules for Regular Full-time Employees shall provide for:
  - (i) not more than two (2) different shift starting times between scheduled days off;
  - (ii) days off to be consecutive;
  - (iii) not more than six (6) consecutive days of work without receiving their days off;
  - (iv) at least fifteen point five (15.5) hours between scheduled shifts;
  - (v) no split shifts; and
  - (vi) days off to be scheduled in such a way as to equally distribute weekends off over a shift cycle among the Regular Full-time Employees who perform the work involved. However, no Employee shall have less than two (2) weekends off in a five (5) week period. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty.

14.09

**Part-time Employees**

- (a) Hours of work for Regular Part-time Employees shall be:
  - (i) up to seven point seven five (7.75) hours in any one (1) day, exclusive of meal periods;
  - (ii) scheduled to work in a manner where the ratio of work days to non-work days does not exceed five (5)/two (2) averaged over one (1) work cycle of not more than fourteen (14) calendar days.
- (b) Regular Part-time Employees who are scheduled to rotate shifts (days, evenings and nights; or days and evenings; or days and nights) shall be assigned not less than one-third (1/3) day shifts during a shift cycle, unless otherwise mutually agreed to between the Employer and the Employee. The Employer shall consider a request by such Employee(s) to work permanent evenings and/or night shifts.
- (c) Unless otherwise mutually agreed between the Employer and the Employee, shift schedules for Regular Part-time Employees shall provide for:

- (i) not more than two (2) different shift starting times between days off;
  - (ii) at least two (2) consecutive days off per week, averaged over one (1) work cycle of not more than fourteen (14) calendar days;
  - (iii) not more than six (6) consecutive days of work without receiving their days off;
  - (iv) at least fifteen point five (15.5) hours between scheduled shifts;
  - (v) a minimum of three (3) hours per shift;
  - (vi) no split shifts; and
  - (vii) except for cases of emergency, days off will be scheduled in such a way as to equally distribute weekends off over a shift cycle among the Regular Part-time Employees who perform the work involved. No Employee shall have less than two (2) weekends off in a five (5) week period. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty. This clause does not apply to Part-time Employees who are employed specifically for weekend work.
- (d)
- (i) Regular Part-time Employees who wish to be considered for additional hours of work to meet temporary operational requirements within their Employee grouping shall advise their immediate supervisor, in writing, as to the extent of their availability. Employees on layoff, or who have had their normal hours of work reduced, shall have priority for additional hours up to their normal hours of work. All other additional hours of work shall be offered in order of seniority, subject to (d)(ii). Part-Time Employees shall be given first opportunity when additional hours are available.
  - (ii) Employees who have indicated their availability will be contacted by telephone at all numbers provided by the Employee. If there is no response, the Employer will move on to the next name on the list to offer the hours.
  - (iii) At the time additional work is being offered, the Employee shall be responsible for advising the Employer whether the Employee will be in an overtime situation if the Employee accepts the additional work. The Employer is not obligated to call in Part-time Employees for additional work if such additional work would result in the Employer having to incur overtime costs.
- (e) The Basic Rate of Pay will prevail for additional hours of work voluntarily accepted by a Regular Part-time Employee beyond their scheduled hours provided:
- (i) the hours worked do not exceed seven point seven five (7.75) hours per day; and
  - (ii) the hours worked do not exceed thirty-eight point seven five (38.75) hours per week averaged over one (1) complete cycle of the shift schedule; and
  - (iii) the Part-time Employee does not work in excess of six (6) consecutive days without days off; and

- (iv) the Part-time Employee does not work in excess of ten (10) days in a fourteen (14) day period.

Where **all** the preceding conditions are not met, such Employee shall be entitled to two times (2X) their Basic Rate of Pay.

14.10

**Optional Scheduling Provisions**

Optional scheduling provisions may be mutually agreed to in writing between the Employer and the Union. The Employer shall consider any optional schedule which is proposed in writing by the Union.

14.11

**Extended/Modified Work Day**

- (a) Where the Parties agree to implement a system employing an extended/modified work day, they shall evidence such agreement by signing a document indicating those positions/work areas/programs to which the agreement applies and indicating the implementation timelines, and the resulting amendments to regular hours of work and related articles. The list of positions/work areas/programs may be amended from time to time by the Parties.
- (b) Either Party will provide the other Party with at least twenty-eight (28) calendar days notice, in writing, of their intent to terminate this agreement. Within the twenty-eight (28) day notice period, the Employer shall post a new schedule pursuant to Article 14.02.
- (c) The Parties agree that with the exception of those amendments when an extended/modified work day is implemented, all other Articles shall remain in full force and effect.

**ARTICLE 22**  
**ON-CALL DUTY/ CALL-BACK**

- 22.01 On-call duty shall mean any period during which an Employee is not working but during which the Employee is required by the Employer to be readily available to respond without undue delay to any request to report for work.
- 22.02 For each assigned hour of authorized on-call duty, a Regular Employee shall be paid:
- (a) on regularly scheduled days of work, the sum of three dollars and thirty cents (\$3.30) per hour; and
  - (b) on scheduled days off and named holidays, the sum of four dollars and fifty cents (\$4.50) per hour. A named holiday or scheduled day off shall run from zero zero zero one (0001) hours on the named holiday or scheduled day off to twenty-four hundred (2400) hours of the same day.
- 22.03 Regulations in respect of approval or authorization for on-call duty and the procedures which are to be followed by the Employee and the Employer in respect of a duty roster or such other administrative controls as may be deemed necessary or desirable, shall be prescribed by the Employer.
- 22.04 The Employee shall provide the Employer with a phone number at which they can be contacted during the on-call period.
- 22.05 **Call-Back**
- (a) An Employee who is called back to work during the on-call period shall be paid, in addition to the payment received for being on-call in accordance with Article 22.02, the hours worked during the on-call period in accordance with the call-back provisions of this Article.
  - (b) An Employee who is called back and required to return to work without undue delay outside of the Employee's regular hours shall be paid for any one (1) call at either:
    - (i) the overtime rate as specified in Article 15; or
    - (ii) four (4) hours at the Basic Rate of Pay; whichever is greater.
  - (c) A Regular Employee called back to work in accordance with this Article shall be reimbursed in accordance with Article 24.02.
- 22.06 Notwithstanding Article 22.05, if an Employee is recalled to duty immediately prior to, or following, and continuous with their scheduled shift, the Employee shall be paid in accordance with Article 15: Overtime, until the commencement of their scheduled shift, at which time the Employee shall be paid at their Basic Rate of Pay.
- 22.07 (a) In the twelve (12) hour period immediately preceding an Employee's next regularly scheduled shift an Employee:
- (i) who works more than ~~six (6)~~ **four (4)** hours pursuant to Article 22.05; and
  - (ii) there is not a minimum of ~~six (6)~~ **ten (10)** hours off duty in the twelve (12) hours preceding the Employee's next shift;
- at the Employee's request, shall be entitled to ~~eight (8)~~ **ten (10)** consecutive hours rest before commencing their next scheduled shift,

without loss of regular earnings.

- (b) Due to operational circumstances where an Employee cannot be provided ~~eight (8)~~ **ten (10)** consecutive hours of rest the Employee shall be paid at two times (2 x) their basic rate of pay for all hours worked during what would have been the ~~eight (8)~~ **ten (10)** hour rest period.

22.08

**Telephone Consultation**

When an Employee is consulted by telephone and has been:

- (a) assigned to on-call duty and authorized by the Employer to handle job-related matters without returning to the work place; or
- (b) authorized by the Employer to handle job-related matters without returning to the work place;

the Employee shall be paid at the applicable rate for the total accumulated time spent on telephone consultation(s) and corresponding documentation during the on-call period. If the time of the consultation is less than thirty (30) minutes, the Employee shall be compensated at the applicable rate of pay for thirty (30) minutes per incident of consultation. Any calls within a single one (1) hour period will be considered one incident.

**CONSEQUENTIAL AS REQUIRED**  
**ARTICLE 23**  
**CASUAL AND TEMPORARY EMPLOYEES**

23.01

**Application**

- (a) Except as specifically provided hereinafter, the provisions of this Collective Agreement shall not apply to Casual and Temporary Employees.
- (b) The provisions of Articles:
  - 1 Term of Collective Agreement
  - 2 Definitions
  - 3 Union Recognition
  - 4 Application
  - 5 Dues Deduction
  - 6 Management Rights
  - 7 No Discrimination
  - 12 Job Postings, Transfers and Promotions
  - 13 Job Classification
  - 16 Salaries
  - 17 Recognition of Previous Experience
  - 18 Pyramiding
  - 19 Shift Differential
  - 20 Weekend Premium
  - 21 Acting Incumbency
  - 22 On-Call Duty / Call-Back
  - 35 Occupational Health and Safety
  - 36 Grievance Procedure
  - 37 Union Stewards
  - 38 Employee-Management Advisory Committee
  - 39 Uniforms
  - 41 Job Description
  - 42 Employment Insurance Premium Reductions
  - 43 Personal Leaveshall apply to Casual and Temporary Employees.

23.02

**Hours of Work**

- (a) The provisions of Article 14.01 through 14.06, and 14.10 apply to Casual and Temporary Employees employed in a regularly scheduled Full-time or Part-time capacity and:

- (i) the provisions of Article 14.08 apply to Casual and Temporary Employees who are employed in a regularly scheduled Full-time capacity;
- (ii) the provisions of Article 14.09 apply to Casual and Temporary Employees who are employed in a regularly scheduled Part-time capacity;
- (iii) available hours of work shall be distributed to Casual Employees in accordance with Article 14.09(d).

23.03

**Reporting for a Later Shift**

In the event that a Casual or Temporary Employee is required by the Employer to report to work and is then not permitted to commence work or is required to return to duty at a later hour, such Employee shall be compensated by receiving three (3) hours pay at the Basic Rate of Pay.

23.04

**Overtime**

- (a) The Employer shall determine when overtime is necessary and for what period of time it is required:
  - (i) all authorized overtime worked in excess of and in conjunction with seven point seven five (7.75) hours per day shall be paid at the rate of two times (2X) the Basic Rate of Pay; or
  - (ii) all overtime worked in excess of thirty-eight point seven five (38.75) hours per week averaged over a complete shift cycle shall be paid at two times (2X) the Basic Rate of Pay;

whichever is greater.
- (b) Failure to provide at least fifteen point five (15.5) hours rest between scheduled shifts, or twelve (12) hours where applicable, shall result in payment of overtime at established rates for any hours worked during normal rest periods unless the Employer and the Union have mutually agreed to optional scheduling provisions that provide for less than fifteen point five (15.5) hours rest between scheduled shifts.
- (c) Where an Employee works overtime on a Named Holiday in accordance with Article 25, Named Holiday pay as outlined in Article 25.03 shall not apply for overtime hours worked. Overtime worked on a Named Holiday shall be paid as follows:
  - (i) for all overtime hours worked on a Named Holiday at two point five times (2.5x) the Basic Rate of pay
  - (ii) for all overtime hours worked on August Civic Holiday and Christmas at three times (3x) the Basic Rate of Pay

23.05

**Transportation Allowance**

- (a) A Casual or Temporary Employee who has completed a shift and is called back and required to return to work shall be reimbursed for reasonable, necessary and substantiated transportation expenses and, if the Employee travels for such purpose by private automobile, reimbursement shall be at the Government of Alberta rates per kilometre from the Employee's residence to the Site and return provided the return is prior to the commencement of the Employee's next shift.

- (b) A Casual or Temporary Employee who normally travels from the Site to their place of residence by means of public transportation following the completion of duty shift, but who is prevented from doing so by being required to remain on duty longer than the Employee's regular shift and past the time when public transportation is available, shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expenses from the Site to the Employee's place of residence.

23.06

**Vacation**

- (a) Casual and Temporary Employees shall be paid in addition to their earnings at the Basic Rate of Pay:
  - (i) four percent (4%) of their earnings at the Basic Rate of Pay during the first (1<sup>st</sup>) and subsequent employment years; or
  - (ii) six percent (6%) of their earnings at the Basic Rate of Pay during the fourth (4<sup>th</sup>) and subsequent employment years if applicable;in lieu of vacation.
- (b) Casual and Temporary Employees shall be allowed:
  - (i) fourteen (14) calendar days off without pay for their vacation after one (1) year of employment; or
  - (ii) twenty-one (21) calendar days off without pay for their vacation after four (4) years of employment, if applicable.

23.07

**Named Holidays**

- (a) Casual and Temporary Employees required to work on a named holiday shall be paid at one point five times (1.5X) their Basic Rate of Pay for all hours worked on the named holiday.
- (b) Casual and Temporary Employees shall be paid five percent (5%) of their earnings at the Basic Rate of Pay and of their vacation pay in lieu of named holidays.
- (c) A Casual or Temporary Employee who works on Christmas Day and/or the August Civic Holiday Day shall be paid at the rate of two times (2X) their Basic Rate of Pay for all hours worked.
- (d) Casual and Temporary Employees required to work overtime on a named holiday shall be paid for such hours at the rate of two point five times (2.5X) the Basic Rate of Pay.

23.08

**Health Benefits**

Casual and Temporary Employees are not entitled to participate in the Health Benefits Plan, except as provided in Article 27.02(c): Employee Benefits Plan.

23.09

**Bereavement Leave**

- (a) Casual Employees will be entitled to time off without pay in lieu of bereavement leave pursuant to Article 30.07 of this Collective Agreement.
- (b) Article 30.07: Bereavement Leave, shall apply to Temporary Employees after six (6) months of continuous service in a temporary position.

23.10

**Workers' Compensation**

Workers' Compensation Board coverage will be provided for Casual and



Temporary Employees.

23.11

**Personnel Files**

A Casual or Temporary Employee who has initiated a grievance shall have access to review his/her personnel file upon service of at least three (3) working days' notice.

23.12

**Seniority**

Casual and Temporary Employees do not accumulate seniority.

23.13

**Probationary Period**

Article 9: Probationary Period, shall apply to Temporary and Casual Employees.

23.14

**Resignation**

Article 40: Resignation, shall apply to Temporary Employees.

23.15

**Staff Development and Meetings**

(a) Casual and Temporary Employees required by the Employer to attend staff development training activities, courses, seminars, or other staff meetings shall be paid for such attendance at the applicable rate of pay, and shall be reimbursed for any required course materials and registration fees.

(b) Where such activity, course, seminar or other staff meeting is being held at a Site other than the Site(s) at which a Casual or Temporary Employee works, such Employee shall be compensated for travel kilometreage arising from the use of their personal vehicle to travel to such activity, course, seminar or other staff meeting, at the rate specified in Article 24: Transportation.

23.16

**Employee Benefits Plan**

Article 27: Employee Benefits Plan, shall apply to Temporary Employees after six (6) months of continuous service in a temporary position, and whose hours of work exceed fifteen (15) hours per week averaged over one (1) complete cycle of the shift schedule.

23.17

**Sick Leave**

Article 28: Sick Leave, shall apply to Temporary Employees after six (6) months of continuous service in a temporary position.

23.18

**Time Off for Union Business**

Article 31: Time Off for Union Business, shall apply to Temporary Employees after six (6) months of continuous service in a temporary position.

**ARTICLE 27**  
**EMPLOYEE BENEFITS PLAN**

27.01

The Employer shall facilitate the procurement of insurance protection by way of participation in group insurance plans, subject to the enrolment and other requirements of the Insurer. Provided that said enrolment and other requirements are met, the following group insurance plans shall be continued or implemented:

- (a) Alberta Health Care Insurance Plan;
- (b) Employee Benefits Plan, or equivalent, inclusive of:
  - (i) Group Life Insurance (Basic);
  - (ii) Accidental Death and Dismemberment (Basic);
  - (iii) Short-Term Disability [income replacement for a period of up to one hundred and twenty (120) working days during a qualifying disability equal to sixty-six and two-thirds percent (66 2/3%) of basic weekly earnings at the basic rate of pay to the established maximum following a fourteen (14) day elimination period where applicable. The Short-Term Disability shall become effective on the first (1<sup>st</sup>) working day following the expiry of sick leave credits in the case of absence due to injury or hospitalization. In the particular case of Employees who have insufficient sick leave credits to satisfy the fourteen (14) calendar day elimination period, the Short-Term Disability shall commence on the fifteenth (15<sup>th</sup>) day following the commencement of non-hospitalized sickness];
  - (iv) Long-Term Disability [income replacement during a qualifying disability equal to sixty-six and two-thirds percent (66 2/3%) of basic monthly earnings at the basic rate of pay to the established maximum following a one hundred and twenty (120) working day elimination period];

- (v) Dental Plan which provides for the reimbursement of eighty percent (80%) of eligible Basic Services, fifty percent (50%) of eligible Extensive Services, and fifty percent (50%) of eligible Orthodontic Services, in accordance with the usual and customary dental fee schedule. A maximum annual reimbursement of three thousand (\$3,000.00) per insured person per benefit year shall apply to Extensive Services. Orthodontic Services shall be subject to a lifetime maximum reimbursement of three thousand (\$3,000.00) per insured person; and
- (vi) Supplementary Benefits Plan.

(c) **EI SUB Plan**

At the Employer's option, an "EI SUB Plan" to supplement an eligible Employee's Employment Insurance to meet the Employer's obligation to provide disability payments during the valid health-related period for being absent from work due to pregnancy. The valid health-related period is one for which the Employee has the medical substantiation required pursuant to Article 28.05.

27.02 Enrollment by:

- (a) Regular Full-time Employees;
- (b) Regular Part-time Employees, whose regular hours of work exceed fifteen (15) hours per week averaged over one (1) complete cycle of the shift schedule; and
- (c) Temporary Employees after six (6) months of continuous service and whose hours of work exceed fifteen (15) hours per week averaged over one (1) complete cycle of the shift schedule;

shall be facilitated in accordance with the enrolment and other requirements of the Insurer.

27.03 The premium costs shall be shared, seventy-five percent (75%) by the Employer and twenty-five percent (25%) by the Employee.

27.04 The Employer shall make available to eligible Employees brochures outlining the above plans.

27.05 The Employer, will provide one (1) copy of each plan to the Union.

27.06 **Flexible Spending Account**

1. Eligibility

- (a) A FSA shall be implemented for all Employees eligible for benefits in accordance with Article 27.02.
- (b) A Regular Employee who is employed in more than one (1) position with the Employer will receive one (1) FSA based upon the combined total of their fulltime equivalencies (FTEs)

2. Calculation

The FSA will be calculated as follows:

- (a) ~~Seven hundred fifty dollars (\$750.00) to be allocated to each eligible Full-time Employee and pro-rated for each eligible Part-time Employee based on their FTE as of December 1<sup>st</sup> (eligibility date) of each year.~~
- (b) Effective January 1, 2019 **21**, the FSA will be calculated as follows: ~~eight hundred and fifty dollars (\$850.00)~~ **one thousand two hundred and fifty dollars (\$1250.00)** to be allocated to each eligible Full-time Employee and prorated for each eligible Part-time Employee based on their FTE as of December 1<sup>st</sup> (eligibility date) of each year.
- (c) ~~For the purpose of implementation in January 2019 only, which shall occur by the first (1<sup>st</sup>) of the month following sixty (60) days after ratification of the Collective Agreement, up to one hundred dollars (\$100.00), prorated to an Employee's FTE, will be deposited into the eligible Employee's Health Spending Account and the Employee will not have the ability to allocate these funds into any of the other accounts outlined in this Letter of Understanding. In subsequent years, the FSA can be allocated to all eligible accounts.~~

3. The FSA may be used for the following purposes:

- (a) Reimbursement for expenses associated with professional development including:
  - (i) tuition costs or course registration fees;
  - (ii) travel costs associated with course attendance;
  - (iii) professional journals;
  - (iv) books or publications; and
  - (v) Computer hardware and software.
- (b) Reimbursement for the cost of professional registration or voluntary association fees related to the Employee's discipline.
- (c) Reimbursement for health and dental expenses that are eligible medical expenses in accordance with the *Income Tax Act* and are not covered by the benefit plans specified in Article 27.01 (a) and (b) of the Collective Agreement.
- (d) Contribution to a Registered Retirement Savings Plan or a Tax Free Spending Account, administered by the Employer in compliance with the Canada Revenue Agency provisions.
- (e) Wellness expenses which may include, but are not limited to, such expenditures such as fitness centre memberships and fitness equipment.
- (f) Family care including day care and elder care.
- (g) Effective the first (1<sup>st</sup>) day of the month following sixty (60) days after ratification, personal computing and mobile digital devices:

- computers & related hardware
  - computer repairs & maintenance
  - electronic storage devices
  - internet services & internet devices
  - data storage devices
  - printers & print cartridges
  - computer upgrades – ram or software for phone or computer
  - business software
  - smart phones (including holders or cases)
  - smart phone repairs or maintenance
  - smart phone service plans
  - smart phone peripherals (chargers, cables, etc)
  - smart phone applications
- (h) Effective the first (1<sup>st</sup>) days of the month following sixty (60) days after ratification: Alternative Transportation:
- bus passes
  - bus tickets
- (i) Effective the first (1<sup>st</sup>) days of the month following sixty (60) days after ratification: Ergonomic Support:
- Ergonomic back support
  - Ergonomic wrist support
  - Ergonomic foot rest

4. Allocation

- (a) In December of each calendar year, Employees who are eligible for the FSA will make an allocation for utilization of their FSA for the subsequent calendar year.
- (b) Any unused allocation in an Employee's FSA as of December 31<sup>st</sup> of each calendar year may be carried forward for a maximum of one (1) calendar year.
- (c) Employees who are laid off after January 1<sup>st</sup> in the year in which the funds are available, shall maintain access to the fund for the balance of that calendar year while on layoff.
- (d) Reimbursement will be provided by the Employer upon submission of an original receipt.

5. Implementation

- (a) Where the Employer is the administrator of the account, it shall determine the terms and conditions governing the FSA. A copy of

these terms and conditions shall be provided to the Union.

- (b) Where the Employer chooses to contract with an insurer for the administration of the FSA, the administration of the Account shall be subject to and governed by the terms and conditions of the applicable contract. A copy of this contract shall be provided to the Union.
- (c) The FSA shall be implemented and administered in accordance with the *Income Tax Act* and applicable Regulations in effect at the time of implementation and during the course of operation of the FSA.

- 6. An Employee who terminates employment voluntarily and who within the same calendar year of termination commences employment with the same Employer or with another Employer signatory to this Collective Agreement, shall have their FSA maintained. It is understood that an Employee is only entitled to one (1) FSA within a calendar year.

27.07

The provisions of this Article do not apply to Casual Employees.

**ARTICLE 30**  
**LEAVES OF ABSENCE**

30.01

**Applications**

Applications for leave of absence shall be submitted in writing to the Employer for approval. A false statement in an application for leave of absence may result in dismissal of employment, which shall be reported to the Union. Leave of absence shall be without pay and may be granted in case of serious illness or accident to the Regular Employee's immediate family or for any other reason which the Employer and Regular Employee agree upon, including extended vacations, marriage, education and professional or educational meetings. Permission for leave of absence will not be unfairly withheld and where permission is denied reasons will be given.

30.02

An Employee on approved leave of absence for any reason who overstays such leave without the Employer's permission shall be considered to have terminated their employment unless the Employee has provided a valid reason in the opinion of the Employer.

30.03

**Benefits**

- (a) Benefits do not accrue during any leave of absence without pay in excess of thirty (30) calendar days.
- (b) Notwithstanding paragraph (a) above, the Employee will continue to pay their cost-share of health benefit premiums during any leave of absence, which occurs for the period of time between the expiry of sick leave and the potential commencement of Short-Term Disability or Long-Term Disability.



**(a) Maternity Leave**

- (i) A Regular Employee who has completed ninety (90) days of continuous employment shall, upon their the Employee's written request providing at least fourteen (14) calendar days' advance notice, be granted maternity leave to become effective at any time during the thirteen (13) weeks immediately preceding the expected date of delivery provided that the Employee the Employee commences maternity leave not later than the date of delivery. If during the thirteen (13) week period immediately preceding the estimated date of delivery the pregnancy interferes with the performance of the Employee's duties the Employer may, by notice in writing to the Employee, require the Employee to commence maternity leave forthwith. Such Leave shall be without pay and benefits, except for the portion of maternity leave during which the Employee has a valid health-related reason for being absent from work and is also in receipt of sick leave, EI SUB Plan Benefits, STD or LTD. Maternity leave shall not exceed sixteen (16) consecutive weeks.
- (ii) A pregnant Employee whose pregnancy ends other than as a result of a live birth within sixteen (16) weeks of the estimated due date is entitled to maternity leave.

**(b) Parental Leave**

Upon their written request, providing at least two (2) weeks' advance notice, an Employee shall be granted parental leave without pay and benefits. Parental leave shall be without loss of seniority. Such leave shall be taken as follows:

- (i) for an Employee entitled to maternity leave, other than an Employee described in 30.04(ii), immediately following the last day of maternity leave, a period not exceeding sixty-two (62) weeks; or
  - (ii) In the case of a parent who has completed ninety (90) days of continuous employment, a period not exceeding sixty-two (62) weeks within seventy-eight (78) weeks after the child's birth; or
  - (iii) in the case of an adoptive parent who has completed ninety (90) days of continuous employment, a period not exceeding sixty-two (62) weeks within seventy-eight (78) weeks after the child is placed with the adoptive parents for the purpose of adoption.
- (c) An Employee on maternity or parental leave shall provide the Employer with two (2) weeks' written notice of readiness to return to work following which the Employer will reinstate the Employee at the same Basic Rate of Pay and classification held immediately prior to taking such leave.

30.05

**Court Appearance**

In the event an Employee is required to serve as a member of a jury or as a witness in any court in matters arising out of their employment, the Employee shall be granted leave of absence at their regular rate of pay, provided that any reimbursement paid to the Employee for this appearance is paid to the Employer.

30.06

**Bereavement Leave**

(a) (i) Bereavement leave shall be granted in the event of the death of a member of the Employee's immediate family. For the first five (5) calendar days of such leave of absence, the Employee shall suffer no loss of regular earnings. . **In the event of the death of a spouse, child, or step child for the first month of the leave of absence, the Employee shall suffer no loss of regular earnings.** Immediate family of the Employee is defined as:

Spouse	Fiancé
Parent (including Step Parent)	Mother-In-Law
Child (including Step Children)	Father-In-Law
Sister (including Step Sister)	Sister-In-Law
Brother (including Step Brother)	Brother-In-Law
Legal guardian	Daughter-In-Law
Grandparent	Son-In-Law
Grandchild	Aunt
Uncle	Niece
Nephew	

"Spouse" shall include common-law or same-sex relationship and shall be deemed to mean a man or woman who resided with the Employee and who was held out publicly as his/her spouse for a period of at least one (1) year before the death.

- (ii) Upon request, the Employee may be granted additional leave of absence without pay.
- (b) Bereavement leave shall be extended by two (2) additional days if travel in excess of three hundred and twenty (320) kilometres one way from the Employee's residence is necessary for the purpose of attending the funeral.
- (c) In the event of a death of another relative or close friend, the Employer may, subject to operational requirements, grant up to one (1) working day off with pay to attend the funeral services should the funeral fall within scheduled working hours.

30.07

**Educational Leave**

- (a) For the purpose of determining salary increments, an Employee who is granted leave of absence for educational purposes shall be deemed to remain in the continuous service of the Employer for the first eighteen (18) months of such period of leave.
- (b) During an Employee's educational leave, the Employee may work as a Casual Employee with the Employer without adversely affecting their reinstatement to the position from which the Employee is on leave.
- (c) Leave from duty for educational purposes may be granted at the discretion of the Employer. Salary, tuition fees, time, transportation, duration and type of course, etc. will be mutually agreed upon at the time of the application, by the Employer and the Employee.

30.08

**Temporary and Casual Employees**

The provisions of this Article do not apply to Casual Employees, and Temporary Employees who have been hired in a position of less than six (6) months.

30.09

**Compassionate Care Leave**

- (a) An Employee with a qualified relative in the end-stage of life shall be entitled to leave of absence without pay but with benefits at the normal cost-sharing, for a period up to twenty-seven (27) weeks. Qualified relative means a person in a relationship to the Employee for whom the Employee would be eligible for the compassionate care benefit under Employment Insurance legislation.
- (b) Employees may be required to submit to the Employer satisfactory proof demonstrating the need for terminal care leave.

30.10

**Domestic Violence Leave**

- (a) An Employee who has completed ninety (90) days of employment and who has been subjected to domestic violence may require time off from work to address the situation and shall be entitled to leave of absence without pay for a period of up to ten (10) days in a calendar year.
- (b) An Employee may access applicable leaves of absence or banks such as Sick Leave, Personal Leave, Court Appearance Leave, Vacation, Named Holidays, Time Off in Lieu of Overtime and General Leave without pay.
- (c) Personal information concerning domestic violence will be kept confidential by the Employer.
- (d) Employees may be required to submit satisfactory proof to the Employer demonstrating the need for Domestic Violence Leave

30.11

**Personal Leave**

- (a) Benefit eligible Regular Employees shall be entitled to **five (5)** Personal Leave Days each year, from April 1 through March 31. Employees shall request such days as far in advance as possible. These days are for the purpose of attending to personal matters and family responsibilities, including, but not limited to attending appointments with family members. Requests for Personal Leave will be granted where operationally acceptable and shall not be unreasonably denied.
- ~~(b) The number of Personal Leave Days are determined by the FTE as of April 1 of each year.~~
  - ~~(i) Full-time and Part-time Regular Employees equal to or greater than zero point eight (0.80) FTE shall be entitled to three (3) days of 7.75 hours each (a total of 23.25 hours per year);~~
  - ~~(ii) Part-time Regular Employees between zero point six (0.60) FTE and zero point seven nine (0.79) FTE shall be entitled to two (2) days of 7.75 hours each (a total of 15.50 hours per year);~~
  - ~~(iii) Part-time Regular Employees between zero point three eight (0.38) and zero point five nine (0.59) FTE shall be entitled to one (1) day of 7.75 hours (total of 7.75 hours per year).~~
- (cb) Personal Leave Days may be taken in half or full day increments based on a seven point seven-five (7.75) hour day.
- ~~(d) Any Personal Leave Days not used by March 31 of each year shall not be carried over or paid out. Any Personal Leave Days not used upon termination of employment shall not be paid out.~~
- ~~(e) New Employees hired after January 1 of each year shall not receive Personal Leave Days until April 1 of the same year.~~
- (c) **If Employment commences on or after August 1<sup>st</sup> of the year, Personal Leave days will be prorated for the remainder of the year as follows:**
  - (i) August 1<sup>st</sup> – November 30<sup>th</sup>: three (3) Personal Leave days.**
  - (ii) December 1<sup>st</sup> – March 31<sup>st</sup>: two (2) Personal Leave days.**

30.12

In addition to the leaves outlined in this Article. An Employee who has completed ninety (90) days of continuous employment shall be entitled to the following unpaid leaves in accordance with the *Alberta Employment Standards Code*:

- (a) Critical Illness Leave
- (b) Reservist Leave
- (c) Death or Disappearance of a Child leave
- (d) Citizenship Ceremony Leave

30.13

**Donor Leave**

- (a) **Employees who have completed one year of employment shall, upon written request providing at least thirty (30) days advance notice where**

possible, be granted Donor Leave with full pay and benefits for up to 12 consecutive weeks to become effective the date of the surgery in the event they are donating an organ.

- (b) Employees who have completed one year of employment shall, upon written request providing at least thirty (30) days advance notice where possible, be granted Donor Leave with full pay and benefits for up to seven (7) consecutive days to become effective the date of surgery in the event they are donating bone marrow.
- (c) Any additional time required by the Employee would be available as sick leave.
- (d) Medical confirmation of the donation procedure shall be required.

**ARTICLE 32**  
**PENSION PLAN**

- 32.01 (a) The Employer shall contribute to the **jointly governed** Local Authorities Pension Plan for retirement benefits for eligible participating Full-time Employees in accordance with the regulations of the plan.
- (b) The Employer shall contribute to the aforementioned pension plan for eligible Part-time Employees who request enrolment in the Plan provided they are regularly scheduled to work at least fourteen (14) hours per week averaged over a complete cycle of the shift schedule.
- 32.02 The Employer shall distribute to all Employees brochures and other relevant material outlining the above plan upon hiring and when there are changes to the plan.
- 35.03 **For any Employee who is a member of the Local Authorities Pension Plan, the Employer shall contribute to an alternate plan, that will provide substantially the equivalent benefit as the Plan, as agreed to by the Union if the Plan is terminated or altered.**
- 35.04 (a) **In the event legislation is enacted that has the effect of reducing pensions or pension rights, benefits or the value of the benefits accrued or provided to an Employee ("Reduced Entitlements") by virtue of the Employee's participation in the Local Authorities Pension Plan, the Employer shall top up or provide alternate or supplemental compensation ("Alternate Benefits") that are equivalent in value to the pensions or benefits to which the Employee had or may have become entitled immediately prior to such legislation.**
- (b) **Alternate Benefits shall be funded and paid in such form and manner agreed to by the Union.**
- (c) **Reduced Entitlements may include, but are not limited to:**
- (i) **Restrictions in eligibility, eg. for membership or benefits,**
  - (ii) **Increases to the amount of an early retirement reduction/penalty,**
  - (iii) **Increases to the retirement age for qualifying for an unreduced pension,**
  - (iv) **Reductions in or additional conditions placed on cost-of-living adjustments,**
  - (v) **Reductions in past or future service benefits,**
  - (vi) **Change in plan design or defined contribution or target benefits,**
- and**
- (vii) **Any other changes that result in any of the foregoing.**

**This Article is impacted by other Union Proposals to suspend Articles 33, Article 43 and LOU #4**

**ARTICLE 33**  
**LAYOFF AND RECALL**

33.01 Prior to the implementation of the provisions of this Article, the Employer will meet with the Union to inform the Union of the Employer's intentions provide the Union with current seniority lists, and discuss the process to be used to facilitate notices, selection, displacement, timelines and any other relevant activities.

33.02 When in the opinion of the Employer it becomes necessary to:

- (i) reduce the number of Regular Employees; or
- (ii) reduce a Regular Employee(s) regular scheduled hours of work; or
- (iii) increase the FTE of Regular Employee(s); or
- (iv) wholly or partly discontinue an undertaking, activity or service;

the Employer will notify the affected Employee(s) at least twenty eight (28) calendar days prior to the date of Layoff, except that the twenty eight (28) calendar days notice shall not apply where Layoffs result from an act of God, fire, flood, or a work stoppage by Employees not covered by this Collective Agreement. Where the Layoffs are a result of the above exceptions, the twenty eight day calendar notice is not required but up to four weeks pay in lieu therefore based on regularly scheduled hours worked during this period shall be paid to affected Employees.

**Notices**

- (a) Where there is a reduction in the number of Regular Employee(s) or a reduction of the FTE of Regular Employee(s), the Regular Employee(s) with the least seniority, within the same classification, department or program, and home-site shall be the first (1st) Employee(s) laid off.
- (b) Where there is an increase of the FTE of Regular Employee(s) due to schedule changes, the Regular Employee(s), within the affected classification, affected department or program within the home-site shall be the first (1st) Employees offered increases to their FTE based on seniority, provided they have the qualifications and abilities to perform the work or can meet the requirements for the increase within a training/orientation period of up to five (5) shifts. Should the Regular Employee(s) reject the offer, the Employee is deemed to be laid off. Should the Regular Employee(s) accept the offer; the Employee will not be laid off.

33.03 At the time of providing written notice of an Employee's removal from their position, a consultation meeting will be arranged by the Employer, between the Employee, the Employer and the Union, at which time the Employer shall advise the Employee of their retention options according to Articles 33.04 and 33.05, provided the Employee has the requisite job related skills, training, knowledge and ability to perform the work required, (or can meet the requirements of the position within a training orientation period of up to five shifts) in the retention options.

33.04 The Employee shall be presented with the following vacancy options:

- (a) vacant position(s) in the City/Town/Village in which their Site(s) is located. Such vacant position(s) shall be within their same occupational group or pay grade and comprised of:
  - (i) the same or higher FTE and pay grade;
  - (ii) the same or higher FTE and lower pay grade; and
  - (iii) a lower FTE and same or lower pay grade.
- (b) vacant position(s) within the bargaining unit. Such vacant position(s) shall be comprised of the:
  - (i) same, higher or lower FTE; and
  - (ii) same or lower pay grade.
- (c) An Employee who declines a vacant position of the same FTE pursuant to Article 33.04(a)(i) shall not be eligible for another vacant position, or to displace into an occupied position within the bargaining unit pursuant to Article 33.05, and shall be laid off with recall rights.

33.05

Subject to Article 33.04(c), an Employee who is not placed in a vacant position pursuant to Article 33.04 shall be presented with the following displacement options:

- (a) an occupied position in the City/Town/Village in which their Site(s) is located. Such displacement shall affect the least senior Employee within their same occupational group in a position comprised of:
  - (i) the same FTE and pay grade; if the least senior Employee in this category is not less senior than the Employee exercising displacement rights, then such Employee shall exercise displacement options under 33.05(a)(ii).
  - (ii) the same FTE and lower pay grade; if the least senior Employee in this category is not less senior than the Employee exercising displacement rights, then such Employee shall exercise displacement options under 33.05(a)(iii).
  - (iii) a lower FTE and same or lower pay grade; if the least senior Employee in this category is not less senior than the Employee exercising displacement rights, then such Employee shall exercise displacement options under 33.05(b).
- (b) an occupied position within the bargaining unit. Such displacement shall affect the least senior Employee within their same occupational group in a position comprised of the:
  - (i) same or lower FTE; if the least senior Employee in this category is not less senior than the Employee exercising displacement rights, then such Employee shall exercise displacement options under 33.05 (b) (ii).
  - (ii) same or lower pay grade.
- (c) An Employee who declines displacement under Article 33.05(a)(i) shall not be eligible to displace into another occupied position within the bargaining unit pursuant to Article 33.05(b), and shall be laid off with recall rights.

33.06

The Employee shall have seventy-two (72) hours from the date of the



consultation meeting in Article 33.03 to advise the Employer of their decision under Articles 33.04 and 33.05.

33.07 Subject to Articles 33.04 and 33.05, an Employee who elects to not exercise their rights under Articles 33.04 and 33.05 shall be laid off with recall rights.

33.08 An Employee who is displaced as a result of another Employee exercising their rights under Article 33 shall be entitled to exercise their rights in accordance with Articles 33.03 to 33.07.

33.09 **Recall**

Employees on layoff or who have had their normal hours of work reduced shall have priority for additional hours up to their normal hours of work.

33.10 (a) Recall shall occur in order of seniority and shall be to a position in the Employee's previous or lower pay grade and FTE within their previous occupational group, provided the Employee has the requisite job-related skills, training, knowledge and ability to perform the work (or can meet the requirements of the position within a training orientation period of up to five (5) shifts).

(b) Recall rights shall be forfeited:

(i) if an Employee refuses recall to a position within the same occupational group, pay grade, FTE and Site within the City/Town/Village in which their pre-layoff Site was located, for which the Employee had the requisite job related skills, training, knowledge and ability to perform the work (or can meet the requirements of the position within a training orientation period of up to five (5) shifts);

(ii) if an Employee accepts recall and returns to a position in their previous occupational group, pay grade and FTE;

(iii) if an Employee applies on, and is the successful applicant, on a position posted pursuant to Article 12;

(iv) when twenty-four (24) calendar months from the date of an Employee's initial layoff has passed, inclusive of any periods of casual or temporary employment.

(c) A Regular Employee on layoff shall not be deemed to have abandoned their recall rights to their pre-layoff position by virtue of accepting recall to a temporary position, or position with a lower FTE or pay grade.

33.11 The method of recall shall be by telephone and, if such is not possible, by letter via registered mail sent to the Employee's last known place of residence. The Employee so notified, will return to work as soon as possible but not later than five (5) days, or other mutually agreed date, following the date of the telephone call or the date of delivery of the letter.

33.12 Subject to the terms and conditions of policies and contracts entered into with the underwriters of the Plans:

(a) the Employer shall make payment for its share of the full premium of the benefits referred to in Article 27: Employee Benefits Plan on behalf of the laid off Employee, for a maximum of one (1) month's premium.

(b) Employees laid off for more than one (1) month may, with the assistance of, or through the Employer, make prior arrangements for payment of the

full premiums of the benefits referred to in Article 27: Employee Benefits Plan including Alberta Health Care.

- 33.13 Other than for the continuance of seniority, grievance and arbitration rights, and rights and benefits arising under this Article, an Employee's rights while on layoff shall be limited to the right of recall.
- 33.14 No new Employees will be hired into a classification within an occupational group while there are other Employees on layoff who were employed in that or a higher classification within that occupational group who have the requisite job-related skills, training, knowledge and ability to perform the work required, and who are prepared to accept recall pursuant to Article 33.10.
- 33.15 If several Employees will be affected by removal from several positions, the Employer and Union may mutually agree to an alternate process that minimizes the impact to affected Employees and the Employer.
- 33.16 In the event an Employee will be removed from their position due to technological change, the Employer will notify the Union with as much advance notice as possible of such change and will meet and discuss reasonable measures to protect the interest of an affected Employee.
- 33.17 When an Employee has been given notice of removal from their position in accordance with the notice provisions of this Article, and the Employee is actively seeking replacement employment, the Employer will grant the Employee reasonable time off without loss of pay for the purpose of attending an employment interview on the following conditions:
- (a) The Employee notifies the Employer at least twenty-four (24) hours prior to the interview;
  - (b) The Employee will be allowed a maximum of fourteen (14) hours off for the purpose of attending job interviews during the notice period; and
  - (c) The Employee provides the Employer with written confirmation that the Employee attended the job interview.
- 33.18 For the purpose of Article 33:
- (a) "partial layoff" shall mean a Regular Employee who has, due to the application of Article 33:
    - (i) suffered a reduction in regularly scheduled hours in their current classification; or
    - (ii) been placed in a different classification in their current pay grade, either at the same or a lower FTE as their current position; or
    - (iii) been placed in a classification in a lower pay grade, either at the same or a lower FTE as their current position.
  - (b) "full layoff" shall mean a Regular Employee who does not hold a regular position due to the application of Article 33.
  - (c) "layoff" shall mean a Regular Employee who is either on partial layoff or on full layoff.

**ARTICLE 34**  
**DISCIPLINE AND DISMISSAL**

34.01 Except for the dismissal of an Employee serving a probation period, there shall be no discipline or dismissal except for just cause.

**NEW 34.02 When the Employer notifies an Employee they will be investigated with regard to an allegation or incident they shall be advised in writing and provided a copy of any complaint prior to the investigation meeting. The investigation will be completed in a timely manner and any Employee interview(s) will be in accordance with Clause 34.03. Written notification of the results will be provided to the Employee. Any disciplinary sanction as a result of the investigation will be issued within ten (10) days calendar days, exclusive of Saturday, Sunday and Named Holidays of the conclusion of the investigation.**

34.02 Disciplinary action by the Employer, including written reprimand, suspension or dismissal, will be taken within ten (10) calendar days, exclusive of Saturday, Sunday and Named Holidays, of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act. Within five (5) calendar days, exclusive of Saturday, Sunday and Named Holidays of the disciplinary action the Employer will provide a copy of the written disciplinary documentation to the Union. An Employer request to extend these timelines, in order to complete a proper investigation, shall not be unreasonably withheld by the Union.

34.03 An Employee who is to be interviewed with respect to disciplinary action shall be notified twenty-four (24) hours in advance, of the time and place of the interview and shall be entitled to have a Union Steward and/or Union Staff Representative present at the interview. The Employee shall be advised by the Employer of the right to Union representation when scheduling the meeting.

34.04 The Employee may sign any written notice of discipline, for the sole purpose of indicating that the Employee is aware of the disciplinary notice.

34.05 A Regular Employee absent for three (3) consecutive scheduled work days without good and proper reason and without making reasonable efforts to notify the Employer shall be considered to have vacated their position.

34.06 An Employee's personnel file shall be deemed to be cleared of an instance of discipline after eighteen (18) months of continuous service [exclusive of any periods of leave in excess of thirty (30) days] subsequent to the invoking of that instance of discipline, provided no additional discipline is imposed within that eighteen (18) month period, of which the Employee is aware.

34.07 Where disciplinary action is grieved and the grievance is allowed, relevant documentation shall be removed from the Employee's personnel file.

34.08 When an Employee is required to hold registration as a condition of employment and an Employee is reported to their licensing body by the Employer, the Employee shall be so advised, and unless otherwise requested, a written copy shall be forwarded to the Union forthwith.

This Article is impacted by other Union Proposals to suspend Articles 33, Article 43 and LOU #4

### ARTICLE 43

#### CONTRACTING OUT

- ~~43.01~~ The Employer will not contract out services that will result in the loss of encumbered Regular General Support Services Bargaining Unit positions without meaningful consultation and discussion with the Union. This does not impact the ability of the Employer to make changes through attrition.
- ~~43.02~~ The Employer shall provide the Union with at least ninety (90) days' written notice prior to when a final decision is required. Lesser notice may be provided when urgent issues rapidly emerge.
- ~~43.03~~ The Employer agrees that it will disclose to the Union the:
- ~~(a)~~ nature of, and rationale for, the initiative,
  - ~~(b)~~ scope of the potential contracting out,
  - ~~(c)~~ potential impacts on Regular Employees, and
  - ~~(d)~~ anticipated timeframe for the initiative.
- ~~43.04~~ The Union shall provide in writing to the Employer possible alternatives to the contracting out initiative.
- ~~44.05~~ During the notice period, the Parties shall discuss reasonable alternatives to maximize retention of Regular Employees potentially affected by the contracting out initiative, including examination of potential retraining and/or redeployment opportunities as an alternative to Article 33: Layoff and Recall.
- ~~43.06~~ The Union may at any point ask to discuss with the Employer, services that are currently contracted out for specified work. Upon request the Employer agrees to entertain and give serious consideration to submissions and rationale from the Union based on an identified interest for specific work where the Union feels the Bargaining Unit may be better able to perform those services.
- ~~43.07~~ Dispute Resolution:
- ~~(a)~~ The application of the consultation process in this Article is subject to Article 36: Grievance Procedure.
  - ~~(b)~~ The final decision regarding contracting out is not subject to Article 36: Grievance Procedure.

**NEW 43.01 No Contracting Out**

**Except to the extent and to the degree agreed upon by the Parties, no work customarily performed by an Employee covered by this agreement shall be performed by another Employee of Covenant Health or by a person who is not an Employee of Covenant Health.**

NEW

ARTICLE X

JOB SECURITY/NO CONTRACTING OUT

NEW X.XX Job Security

There shall be no layoff, reduction in hours, or displacement of a Regular Employee.

**This Article is impacted by other Union Proposals to suspend Articles 33, Article 43 and LOU #4**

**LETTER OF UNDERSTANDING #4  
BETWEEN  
COVENANT HEALTH  
- and -  
ALBERTA UNION OF PROVINCIAL EMPLOYEES  
(The Union)**

**RE: SEVERANCE**

1. Severance will be offered as a result of organizational changes that result in the permanent reduction in the number of Regular Employees in the bargaining unit.
2. The Employer will offer the following severance to eligible Regular Employees, as defined in clause 3 of this Letter of Understanding:
  - (a) A Regular Full-time Employee shall be eligible for severance pay in the amount of two (2) weeks' full-time pay at their Basic Rate of Pay for each full year of continuous employment to a maximum of forty (40) weeks pay.
  - (b) A Regular Part-time Employee shall be eligible for severance pay in the amount of two (2) weeks' full-time pay at their Basic Rate of Pay for each full period of one thousand eight hundred and thirteen point five zero (1,813.50) hours worked at the Basic Rate of Pay to a maximum of forty (40) weeks pay.
  - (c) For purposes of severance, continuous employment will be calculated from the last date of hire recognized with the Employee's current Employer.
3. A Regular Employee who has been laid off in accordance with Article 33.07, and for whom no alternate employment is available, shall have the option to select either:
  - (a) layoff with recall rights as specified in Article 33.07 of the Collective Agreement; or
  - (b) severance in accordance with this Letter of Understanding.
4. A Regular Employee who accepts severance pay as described above shall have terminated their employment, with no further rights to recall.
5. An Employee who has been terminated for just cause or who has resigned or retired shall not be eligible for severance.
6. A Regular Employee who is laid off in accordance with Article 33.07 shall have fourteen (14) calendar days from the date of layoff to advise the Employer, in writing, that the Employee wishes to take the severance offered by the Employer. Any Employee who does not so advise the Employer of the Employee's decision to accept severance shall be deemed to have selected layoff in accordance with Article 33.07 of this Collective Agreement.
7. (a) Employees who select severance will not be eligible for rehire by any Employer who is a Party to a collective agreement containing this provision, or any Employer or agency funded directly or indirectly by the Employer paying the severance, for the period of the severance (which for the purpose of clarity means the period of time equal to the number of weeks of severance paid to the Employee).

- (b) The Employee may be considered for hire by an Employer referred to in (a) provided they repay the Employer from whom severance was received, the difference, if any, between the time they were unemployed and the length of time for which the severance was paid.
8. Severance pay provided under this Letter of Understanding shall be deemed to be inclusive of any and all legislative requirements for termination notice.
9. Severance will not apply when an Employee is moved from this Bargaining Unit to another Bargaining Unit.

\_\_\_\_\_  
On behalf of the Employer

\_\_\_\_\_  
Date

\_\_\_\_\_  
On behalf of the Union

\_\_\_\_\_  
Date

**LETTER OF UNDERSTANDING #8**

**BETWEEN**

**COVENANT HEALTH**

**- and -**

**INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL UNION NO.955**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES  
(The Union)**

~~Notwithstanding the provisions of Article 3 (Union Recognition) of the current Agreement between the Covenant Health and A.U.P.E., and Article 3 (Union Recognition, Membership and Dues deduction) of the current agreement between Covenant Health and I.U.O.E., Local Union No. 955, the parties hereby agree that for the term April 1, 2017 to March 31, 2020 or until the date of ratification of the next Collective Agreement, whichever is later, the following provisions shall apply:~~

- ~~1. Qualified employees employed as Electronic Technologist or Journeyman Tradesmen may be assigned by mutual agreement to the Edmonton General or Grey Nuns sites provided that hours worked away from the employees base site remain equal between bargaining units.~~
- ~~2. The employee's base site shall be identified.~~
- ~~3. The length of exchange between sites covered by different bargaining certificates shall not exceed two (2) days, unless extended by mutual agreement between the Unions and Management.~~
- ~~4. Site to site transportation shall be provided whenever possible. If the employee's vehicle is used, the employee shall receive an allowance in accordance with the Employer's Travel Policy or the Government of Alberta rate, whichever is higher for the return distance between the base site and assigned site.~~
- ~~5. In the event of an emergency call-in or overtime at any particular site, every possible effort will be made to call in the employees normally based at that site.~~

~~This letter may be renewed by agreement of the parties upon expiration.~~

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On behalf of the Employer \_\_\_\_\_ Date

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On behalf of the Union \_\_\_\_\_ Date



**THE UNION WISHES TO DISCUSS AND RESERVES THE RIGHT TO TABLE  
PROPOSALS DURING BARGAINING**

**LETTER OF UNDERSTANDING # 10**

**BETWEEN**

**COVENANT HEALTH**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES  
(The Union)**

**RE: RED CIRCLING AS A RESULT OF CHANGES TO POSITIONS AS A RESULT OF  
THE GENERAL SUPPORT SERVICES CLASSIFICATION REVIEW**

WHEREAS the Employer has undertaken a complete review of the Classifications of all General Support Services positions throughout the organization, and

WHEREAS the Classifications of the vast majority of Employees will remain unchanged, and

WHEREAS it is the desire of the Employer to recognize equity among classifications and pay thereof, of Employees throughout the organization, and

WHEREAS it is recognized that some Employees may be affected by having their current positions assigned to a Classification with a lower payband; and

WHEREAS the Employer recognizes there may be a financial impact to Employees whose positions have moved to a lower payband;

THEREFORE, the Parties agree, in order to minimize the impact for Employees whose positions are placed in a lower payband, the following process will be used for implementation of Red Circling.

1. All Employees whose positions are affected by the General Support Services Review will receive the wage grid increases as negotiated in this Collective Agreement.
2. The positions affected by the General Support Services Review will be moved to the new payband upon the implementation date of the General Support Services Review.
3. Employees whose positions have been moved into a lower payband, will be placed on the step in the lower payband that provides for the least amount of reduction in rate of pay.
4. Employees who have been moved to a lower payband will continue to receive increments in accordance with the Salaries Article.
5. The rate of pay for Employees who are placed in a lower payband will be red-circled as follows:
  - (a) Employees rates of pay will remain the same until their rate of pay is equivalent to or greater than the rate of pay on the lower payband; or
  - (b) Upon expiry of twenty-four (24) months from the date of implementation.
6. The provisions of this Letter of Understanding shall end for an Employee under the following conditions:
  - (a) When the Employee ceases to be an Employee of Covenant Health;

- (b) When the Employee is appointed, promoted, or transferred in accordance with Article 12, to a different classification.
- (c) When the Employee's position is subject to layoff in accordance with Article 33 and that affected Employee chooses a vacancy or a displacement in a different classification.
- (d) Upon successful Appeal of the decision of the placement of the Employee's position under LOU #13;
- (e) When the current Basic Rate of Pay of the Employee's new Classification meets or exceeds the Employee's current Basic Rate of Pay, or
- (f) Upon expiry of twenty-four (24) months from the date of implementation.

The Application of this Letter of Understanding is limited to Classification changes made through the General Support Services Classification Review completed and implemented in 2016.

\_\_\_\_\_  
On behalf of the Employer

\_\_\_\_\_  
Date

\_\_\_\_\_  
On behalf of the Union

\_\_\_\_\_  
Date

**THE UNION WISHES TO DISCUSS AND RESERVES THE RIGHT TO TABLE  
PROPOSALS DURING BARGAINING**

**LETTER OF UNDERSTANDING # 11**

**BETWEEN**

**COVENANT HEALTH**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES  
(The Union)**

**RE: EMPLOYEES CURRENTLY RED CIRCLED**

WHEREAS there are some Employees whose wage rates are still red-circled from the last Collective Agreement; and

WHEREAS some of these Employees may still be at a wage rate higher than the grid rate after the application of the wage increases achieved in this Collective Agreement; and

WHEREAS the Employer recognizes the impact of a potential decrease in their wage rate;

THEREFORE the Parties agree to the following:

1. The Parties will meet within 45 days of the ratification of the Agreement to discuss the application of red circling, if any, of the Employees who wage rates remain higher than the grid rate following the application of the wage increases.
2. This Letter of Understanding will expire on March 31, ~~2017~~.

\_\_\_\_\_  
On behalf of the Employer

\_\_\_\_\_  
Date

\_\_\_\_\_  
On behalf of the Union

\_\_\_\_\_  
Date

**THE UNION WISHES TO DISCUSS AND RESERVES THE RIGHT TO TABLE  
PROPOSALS DURING BARGAINING**

**LETTER OF UNDERSTANDING #13**

**BETWEEN**

**COVENANT HEALTH**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES  
(The Union)**

**RE: CLASSIFICATION APPEAL PROCESS WITH RESPECT TO THE GENERAL  
SUPPORT SERVICES CLASSIFICATION REVIEW**

WHEREAS the Employer has undertaken a complete review of the Classifications of all General Support Services positions throughout the organization, and

WHEREAS the Classifications of the vast majority of Employees will remain unchanged, and

WHEREAS it is the desire of the Employer to recognize equity among classifications and pay thereof, of Employees throughout the organization, and

WHEREAS it is recognized that some Employees may not agree with the Classification to which their position has been assigned,

THEREFORE, the Parties agree the following process will be used to expedite Classification Appeals.

The following process will replace Article 13 for the purpose of the appealing classification changes under the General Support Services Classification Review.

1. Purpose

The purpose of the Classification Appeal Provision is to provide the Employer and the Union with an effective means to expedite a Classification Appeal in a situation where there may be a large number of Appeals taking place at the same time.

2. If the Employer changes the classification allocation of the work being performed by a Regular Employee and the Employee disagrees with the classification allocation, the Employee may appeal the Employer's decision. Such appeals may be joined with other Appeals within the same Classification, or Occupational Grouping.

3. Classification Appeal Process (Internal)

(a) Employees will be notified via mail or and Covenant Health e-mail of the Classification to which their current position has been assigned. Employees who hold multiple positions in a General Support Services bargaining unit, shall be notified of the Classification assignment of each position.

(b) Within thirty (30) working days of the time that the Employee could reasonably have become aware of the notice of the Classification assignment, an Employee, may request, in writing, an Appeal of the Review. Such appeals shall be sent to the Classification and Compensation Department (Class & Comp), with a copy to the Employee's Manager. The request shall outline the basis for the Employee's Appeal.

(c) Upon receipt of the Appeal from the Employee(s), Class & Comp shall reassess

the identified position(s) and advise the Employee(s) in writing of its decision, including rationale, within twenty (20) working days (the Appeal Decision).

- (d) In the event the Union and the Employee(s) do not agree with the Appeal Decision, the Union may submit a further Appeal to the Director responsible for Classification and Compensation, within ten (10) working days of the date the Appeal Decision was received.
- (e) The Director responsible for Classification and Compensation, or designate, shall establish a Panel to hear the Appeal within ninety (90) working days of receipt of the further Appeal. This time period can be extended with the mutual agreement of the Union and the Employer. The Panel may jointly hear the Appeals of all the positions being Appealed in the same Classification.
- (f) The Panel shall consist of:
  - (i) The Director, or designate, as Chair;
  - (ii) A representative chosen by the Union who is not directly involved (this could include a representative from one of the Unions who is not directly involved); and
  - (iii) An operational manager with knowledge of the position being reviewed, but not the manager of the Employee(s) position(s) being reviewed.
- (g) At each step of the process, interested Parties will have the opportunity to submit verbal and written reasons for their respective positions.
- (h) The Panel will provide their written decision to the Appeal, including rationale, within 20 working days of the completion of the Appeal.
- (i) Where a decision from this process results in a change to the Classification of a position, any changes in pay for affected Employee(s), shall be as follows:
  - (i) For reviews resulting in increases in pay, the increases will be retroactive to the date the General Support Services Classification Review under this LOU was implemented; and
  - (ii) For reviews resulting in decreases in pay, the decreases will be effective the date of the decision of the Appeal Panel.

#### 4. Classification Review Reconsideration Process (External)

- (a) In the event that the Union and Employee do not agree with the Appeal decision pursuant to the Internal Process, the Union shall notify the Director of Labour Relations, or designate, of their intention to initiate the External Review Process.
- (b) The Parties agree that a single adjudicator, agreed to by the Parties, shall be appointed to hear the appeal and render a decision based on the Employer's classification system. The decision of the adjudicator shall be final and binding upon the parties and the Employee(s) affected by the decision.
- (c) This process is not subject to the Grievance and Arbitration Process.

The Application of this Letter of Understanding is limited to Classification changes made through the General Support Services Classification Review completed and implemented in 2016.

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On behalf of the Employer

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Date

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On behalf of the Union

---

Date

LETTER OF UNDERSTANDING #19

BETWEEN

COVENANT HEALTH

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES  
(The Union)

RE: WORKLOAD APPEAL PROCESS

An Employee's workload is a matter of fluctuation that may be impacted by numerous factors including, but not limited to seasonality, surge periods, process improvements and efficiencies, staff/resource fluctuations, shifting priorities, and increasing demands.

**EMPLOYEES ARE EXPECTED TO WORK THEIR SCHEDULED HOURS OF WORK AND TO DO SO IN AN EFFICIENT MANNER. EMPLOYEES SHOULD NOT WORK UNPAID OVERTIME HOURS TO COMPLETE WORK THEY ARE UNABLE TO COMPLETE IN THEIR SCHEDULED SHIFT.**

The Parties recognize the importance of discussions regarding workload. It is agreed that workload concern(s) for discussion through the formal process outlined herein represent ongoing, systemic, long-term issues which have continued for a minimum period of ~~sixty (60)~~ **thirty (30)** calendar days. This does not preclude an Employee from discussing their workload with their direct manager prior to the **thirty (30)** ~~sixty (60)~~ days.

**Where an Employee or group of Employees is concerned they cannot complete daily assignments or meet their Supervisor's expectations regarding their work obligations,** ~~If an Employee has concern(s) regarding their ongoing workload,~~ the Employee may initiate a workload appeal process as follows:

LEVEL 1

Ongoing workload concern(s) may be filed in writing by the Employee directly to their Manager, who shall meet with the Employee to discuss and resolve the specifics of the concern(s). The Manager will meet with the Employee and respond in writing within twenty-one (21) calendar days of receipt of the workload concern(s).

LEVEL 2

If the Employee is not satisfied with the outcome at Level 1, within seven (7) calendar days of the response at Level 1, the Employee shall submit the workload concern(s) in writing to the Program/Site Representative (or designate). The Program/Site Representative (or designate), shall reply in writing within fourteen (14) calendar days of receipt of the workload concern(s).

LEVEL 3

If the Employee is not satisfied with the outcome at Level 2, within seven (7) calendar days of the response at Level 2, the Employee shall submit the workload concern(s) in writing to the Director (or designate). The Director (or designate) shall make the final decision regarding the workload appeal, and convey the decision in writing, to the Employee within fourteen (14) calendar days of receipt of the workload concern(s).

The time limits in the Workload Appeal Process may be extended by mutual agreement of the Parties.

A representative of the Union may assist an Employee or group of Employees during the Workload Appeal Process.

Dispute Resolution:

- (a) The application of the processes of this Letter of Understanding is subject to Article 36: Grievance Procedure.
- (b) The final decision regarding the outcome of the Workload Appeal Process is ~~not~~ subject to Article 36: Grievance Procedure.

This Letter of Understanding shall remain in force and effect in accordance with Article 1.

\_\_\_\_\_  
On behalf of the Employer

\_\_\_\_\_  
Date

\_\_\_\_\_  
On behalf of the Union

\_\_\_\_\_  
Date



**THE UNION WISHES TO DISCUSS AND RESERVES THE RIGHT TO TABLE PROPOSALS DURING BARGAINING RE: WORKING SHORT.**

**LETTER OF UNDERSTANDING # 20**

**BETWEEN**

**COVENANT HEALTH**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES  
(The Union)**

**RE: SUPPLEMENTARY HEALTH PLAN IMPROVEMENTS**

Further to Article 27, effective the first day of the month subsequent to 60 days after the date of ratification, the coverage provided under the Supplementary Health Plan shall be amended as follows:

- Addition of coverage for Flash Glucose Monitoring System.
- Increase for hearing aid coverage to a maximum of \$500 every 24 months.
- Increase of coverage for Chartered Psychologist, Master of Social Work and Certified Addictions/ Drug Counsellor to \$50 per visit to a maximum of \$1,000 annually.
- increase for physiotherapy coverage to \$50/visit with a maximum of \$1,000 annually.
- Increase for massage coverage to \$50/visit with a maximum of \$1,000 annually.

This LOU shall remain in force and effect in accordance with Article 11.

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On behalf of the Employer

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Date

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On behalf of the Union

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Date

**THE UNION WISHES TO DISCUSS AND RESERVES THE RIGHT TO TABLE  
PROPOSALS DURING BARGAINING**

**LETTER OF UNDERSTANDING #21**

**BETWEEN**

**COVENANT HEALTH**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES  
(The Union)**

**RE: HOURS OF WORK PILOT PROJECT**

Whereas it is the mutual intent of the Parties to ensure consensus on collective agreement wording regarding hours of work which provides for an optimal balance between operational concerns and employee preference;

The Parties agree to the following:

1. Within forty five (45) days of the ratification of the Collective Agreement, the Parties will meet to discuss scheduling issues and to create or modify schedules in a manner mutually agreeable to the Parties for all sites staffed by AUPE GSS Employees (the "First Meeting").
2. The Union's committee for the purposes of meetings under this LOU shall be the AUPE GSS Bargaining Committee.
3. The Employer's committee for the purposes of meetings under this LOU shall be made up of at least one rotation consultant, one representative from LR/HRCP and two operational representatives.
4. Thirty (30) days prior to the First Meeting, the parties will communicate with each other to ensure that all relevant information is gathered in advance of the First Meeting.
5. Under the Pilot Project, the Parties have the ability to mutually agree to exceptions to current collective agreement language with the goal of creating mutually preferred rotations. Such amendments or exceptions may include but are not limited to:
  - a. Consideration of reimplementation of the Youville Local Conditions;
  - b. Consideration of ability to create 6-week rotations which include 50% weekends off, split days off, no more than 5 days worked in a row and 55 and 3/4 hours off on a weekend.
6. Under the Pilot Project, the Parties have the ability to deem schedules compliant.
7. The Parties recognize that the approach to and considerations regarding scheduling may vary from site to site within the Employer's operations. The Parties will review rotations at each of the Employer's sites with AUPE GSS employees within the Pilot Project.
8. Active grievances with respect to collective agreement rotation compliance issues will be held in abeyance for the duration of this LOU, and such grievances will be discussed by the Parties within the framework of the Pilot Project.
9. Within four (4) months of the First Meeting, the Parties will schedule a follow-up meeting (the "Second Meeting").

10. Either Party may opt out of the Pilot Project with 90 days' notice to the other party in writing any time after ratification, and the Parties will revert to the provisions of Article 14.
11. The time limits referenced herein may be extended by mutual agreement of the Parties.
12. The final decisions regarding outcome of the Pilot Project are not subject to Article 36 (Grievance Procedure) but the process shall be subject to Article 36.

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On behalf of the Employer

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Date

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On behalf of the Union

---

Date

**LETTER OF UNDERSTANDING #22**

**BETWEEN**

**COVENANT HEALTH**

**- and -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES  
(The Union)**

**RE: OPERATIONAL BEST PRACTICE PROGRAM**

Whereas the Employer has embarked upon and continues to embark on the "Operational Best Practice" program, while maintaining a focus on quality care.

And whereas the outcomes of such an effort could lead to organizational change that may result in staffing adjustments within the Bargaining Unit;

The Parties agree to the following:

1. That there will be no involuntary loss of employment for Employees in the GSS Bargaining Unit as a result of "Operational Best Practice".
2. That Employees will "remain whole" and where an Employee is faced with an involuntary reduction to their earnings, excluding shift/weekend differential and premiums, as a result of "Operational Best Practice", any shortfalls will be remedied (i.e. through any combination of FTE, Basic Rate of Pay and Classification).
3. To achieve the preceding, the Parties recognize that within "Operational Best Practice" changes:
  - a. adjustments in the workforce may occur through attrition;
  - b. in addition to Article 33 (Layoff and Recall), all retention options will be explored; and
  - c. the Parties agree to share all relevant information in a timely manner.
4. This Letter of Understanding shall form part of the Collective Agreement and is subject to the grievance and arbitration provisions.
5. This letter shall expire on March 30, 2020.

\_\_\_\_\_  
On behalf of the Employer \_\_\_\_\_ Date

\_\_\_\_\_  
On behalf of the Union \_\_\_\_\_ Date



NEW

**LOU YY  
PROFESSIONAL FEES**

**YY.01      The Employer shall pay for all certification, recertification or designation programs which are identified as required or preferred. Employees who attend any identified certification, recertification or designation programs shall suffer no loss of regular earnings for attending such programs.**

- This LOU shall remain in force and effect in accordance with Article 1.

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\_\_\_\_\_

\_\_\_\_\_

- On behalf of the Employer

Date

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\_\_\_\_\_

\_\_\_\_\_

- On behalf of the Union

Date

## SALARIES

**The Wage rate contained in the April 1, 2019 to March 31, 2020 Salary in the Schedules/Grids shall be increased in accordance with the schedule below;**

**Effective April 1, 2020 Salary Schedules shall be increased by two point five percent (2.5%).**

**Effective April 1, 2021 Salary Schedules shall be increased by two point five percent (2.5%).**

~~April 1, 2017 – 0%~~

~~April 1, 2018 – 0%~~

~~April 1, 2019 - Matching wage grid percentage changes to those achieved between Alberta Health Services and AUPE General Support Services, either through negotiations or interest arbitration process as contained in the 2019-Wage Re - Opener process within the Collective Agreement referenced above.~~

~~Employees who have terminated prior to the ratification date of the AHS/AUPE GSS agreement have sixty (60) days to apply for retroactive pay. Applications must be provided to the employer in writing.~~



**NOTE: THE PARTIES ARE REQUIRED TO ADD THE ARBITRATED 1% INCREASES TO THE WAGE GRIDS  
BELOW.**

**Appendix A  
Wage Grid  
2017 – 2020**

<b>Pay Grade</b>	<b>Classification</b>		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
<b>Occupational Group 1 - Clerical</b>								
1.1	Clerk Junior	Current	\$19.07	\$19.83	\$20.65	\$21.46	\$22.32	\$23.21
		April 1, 2017	\$19.07	\$19.83	\$20.65	\$21.46	\$22.32	\$23.21
		April 1, 2018	\$19.07	\$19.83	\$20.65	\$21.46	\$22.32	\$23.21
		April 1, 2019						
1.2	Clerk I Receptionist Typist 1	Current	\$19.07	\$19.83	\$20.65	\$21.46	\$22.32	\$23.20
		April 1, 2017	\$19.07	\$19.83	\$20.65	\$21.46	\$22.32	\$23.20
		April 1, 2018	\$19.07	\$19.83	\$20.65	\$21.46	\$22.32	\$23.20
		April 1, 2019						
1.2a	Youville Receptionist	Current	\$19.07	\$19.83	\$20.65	\$21.46	\$22.32	\$23.20
		April 1, 2017	\$19.07	\$19.83	\$20.65	\$21.46	\$22.32	\$23.20
		April 1, 2018	\$19.07	\$19.83	\$20.65	\$21.46	\$22.32	\$23.20
		April 1, 2019						
1.2b	Admitting/ Switchboard (St. Mary's Camrose only)	Current	\$20.40	\$21.16	\$21.94	\$22.75	\$23.54	\$24.36
		April 1, 2017	\$20.40	\$21.16	\$21.94	\$22.75	\$23.54	\$24.36
		April 1, 2018	\$20.40	\$21.16	\$21.94	\$22.75	\$23.54	\$24.36
		April 1, 2019						
1.3	Clerk II Typist II Switchboard Operator Secretary I	Current	\$20.42	\$21.22	\$22.08	\$22.94	\$23.39	\$23.83
		April 1, 2017	\$20.42	\$21.22	\$22.08	\$22.94	\$23.39	\$23.83
		April 1, 2018	\$20.42	\$21.22	\$22.08	\$22.94	\$23.39	\$23.83
		April 1, 2019						
	Youville, Acct Clerk I	Current	\$20.42	\$21.22	\$22.07	\$22.95	\$23.84	\$24.82
		April 1, 2017	\$20.42	\$21.22	\$22.07	\$22.95	\$23.84	\$24.82
		April 1, 2018	\$20.42	\$21.22	\$22.07	\$22.95	\$23.84	\$24.82
		April 1, 2019						
<b>Pay Grade</b>	<b>Classification</b>		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>

**Occupational Group 1 – Clerical (cont.)**

1.4	Clerk III Admitting Officer Secretary II Typist III Unit Clerk	Current	\$22.55	\$23.44	\$24.39	\$25.35	\$26.36	\$27.43
		April 1, 2017	\$22.55	\$23.44	\$24.39	\$25.35	\$26.36	\$27.43
		April 1, 2018	\$22.55	\$23.44	\$24.39	\$25.35	\$26.36	\$27.43
		April 1, 2019						
	Youville/ SJAH Unit Clerk (Step 5 at SJAH only)	Current	\$22.56	\$23.44	\$24.40	\$25.21	\$25.82	\$26.85
		April 1, 2017	\$22.56	\$23.44	\$24.40	\$25.21	\$25.82	\$26.85
		April 1, 2018	\$22.56	\$23.44	\$24.40	\$25.21	\$25.82	\$26.85
		April 1, 2019						
	Youville, Scheduling Clerk	Current	\$22.56	\$23.44	\$24.40	\$25.35	\$26.36	\$27.43
		April 1, 2017	\$22.56	\$23.44	\$24.40	\$25.35	\$26.36	\$27.43
		April 1, 2018	\$22.56	\$23.44	\$24.40	\$25.35	\$26.36	\$27.43
		April 1, 2019						
1.5	Clerk IV Secretary III	Current	\$24.98	\$25.99	\$27.03	\$28.10	\$29.21	
		April 1, 2017	\$24.98	\$25.99	\$27.03	\$28.10	\$29.21	
		April 1, 2018	\$24.98	\$25.99	\$27.03	\$28.10	\$29.21	
		April 1, 2019						
1.6	Acct Clerk II Youville Acct Support	Current	\$24.98	\$25.99	\$27.03	\$28.10		
		April 1, 2017	\$24.98	\$25.99	\$27.03	\$28.10		
		April 1, 2018	\$24.98	\$25.99	\$27.03	\$28.10		
		April 1, 2019						
1.7	Medical Transcriptionist	Current	\$25.81	\$28.37	\$29.50	\$30.67		
		April 1, 2017	\$25.81	\$28.37	\$29.50	\$30.67		
		April 1, 2018	\$25.81	\$28.37	\$29.50	\$30.67		
		April 1, 2019						
1.8	Clerk VI	Current	\$29.70	\$30.87	\$32.11	\$33.42	\$34.75	\$36.15
		April 1, 2017	\$29.70	\$30.87	\$32.11	\$33.42	\$34.75	\$36.15
		April 1, 2018	\$29.70	\$30.87	\$32.11	\$33.42	\$34.75	\$36.15
		April 1, 2019						

Pay Grade	Classification	1	2	3	4	5	6
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**Occupational Group 4-Medical Support (cont.)**

4.6	Senior Surgical Processor	Current	\$26.30	\$26.95	\$27.63	\$28.31	\$28.92	
		April 1, 2017	\$26.30	\$26.95	\$27.63	\$28.31	\$28.92	
		April 1, 2018	\$26.30	\$26.95	\$27.63	\$28.31	\$28.92	
		April 1, 2019						
4.7	Rehab Assistant	Current	\$23.56	\$24.58	\$25.56	\$26.59	\$27.57	\$28.53
		April 1, 2017	\$23.56	\$24.58	\$25.56	\$26.59	\$27.57	\$28.53
		April 1, 2018	\$23.56	\$24.58	\$25.56	\$26.59	\$27.57	\$28.53
		April 1, 2019						
4.7a	Rec Therapy Assistant	Current	\$23.56	\$24.58	\$25.56	\$26.59	\$27.57	\$28.53
		April 1, 2017	\$23.56	\$24.58	\$25.56	\$26.59	\$27.57	\$28.53
		April 1, 2018	\$23.56	\$24.58	\$25.56	\$26.59	\$27.57	\$28.53
		April 1, 2019						

**Occupational Group 5 Materials and Supply Management**

5.1	Service Worker	Current	\$19.60	\$21.38			
		April 1, 2017	\$19.60	\$21.38			
		April 1, 2018	\$19.60	\$21.38			
		April 1, 2019					
5.2	Porter	Current	\$20.44	\$22.29			
		April 1, 2017	\$20.44	\$22.29			
		April 1, 2018	\$20.44	\$22.29			
		April 1, 2019					
5.2a	Service Attendant/ Porter (SJAH only)	Current	\$20.44	\$21.24	\$21.71	\$22.19	\$22.64
		April 1, 2017	\$20.44	\$21.24	\$21.71	\$22.19	\$22.64
		April 1, 2018	\$20.44	\$21.24	\$21.71	\$22.19	\$22.64
		April 1, 2019					
5.3	Stores Attendant Driver	Current	\$21.49	\$24.01			
		April 1, 2017	\$21.49	\$24.01			
		April 1, 2018	\$21.49	\$24.01			
		April 1, 2019					

<b>Pay Grade</b>	<b>Classification</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
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**Occupational Group 5 Materials and Supply Management (cont.)**

5.3a	Stores Attendant (Youville only)	Current	\$21.49	\$24.01				
		April 1, 2017	\$21.49	\$24.01				
		April 1, 2018	\$21.49	\$24.01				
		April 1, 2019						
5.4	Senior Stores Attendant	Current	\$23.90	\$26.30				
		April 1, 2017	\$23.90	\$26.30				
		April 1, 2018	\$23.90	\$26.30				
		April 1, 2019						
5.5	Purchasing Assistant	Current	\$27.17	\$30.34				
		April 1, 2017	\$27.17	\$30.34				
		April 1, 2018	\$27.17	\$30.34				
		April 1, 2019						
5.5a	Store/Purchasing Attendant (SJAH)	Current	\$25.33	\$25.95	\$26.60	\$27.23	\$27.86	
		April 1, 2017	\$25.33	\$25.95	\$26.60	\$27.23	\$27.86	
		April 1, 2018	\$25.33	\$25.95	\$26.60	\$27.23	\$27.86	
		April 1, 2019						

**Occupational Group 6 - Maintenance**

6.1	Maintenance Worker I	Current	\$22.36	\$24.77				
		April 1, 2017	\$22.36	\$24.77				
		April 1, 2018	\$22.36	\$24.77				
		April 1, 2019						
6.2	Maintenance Worker II	Current	\$25.88	\$28.25				
		April 1, 2017	\$25.88	\$28.25				
		April 1, 2018	\$25.88	\$28.25				
		April 1, 2019						
6.3	Maintenance Worker III	Current	\$29.93	\$32.62				
		April 1, 2017	\$29.93	\$32.62				
		April 1, 2018	\$29.93	\$32.62				
		April 1, 2019						

<b>Pay Grade</b>	<b>Classification</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
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**Occupational Group 6 - Maintenance (cont.)**

6.4	Maintenance Worker IV	Current	\$31.81	\$34.68
		April 1, 2017	\$31.81	\$34.68
		April 1, 2018	\$31.81	\$34.68
		April 1, 2019		
6.5	Working Supervisor (St. Mary's Camrose)	Current	\$39.03	\$42.34
		April 1, 2017	\$39.03	\$42.34
		April 1, 2018	\$39.03	\$42.34
		April 1, 2019		

**Occupational Group 7 - Trades**

7.1	Electronics Tech I	Current	\$33.86	\$36.81
		April 1, 2017	\$33.86	\$36.81
		April 1, 2018	\$33.86	\$36.81
		April 1, 2019		
7.2	Painter	Current	\$33.89	\$37.18
		April 1, 2017	\$33.89	\$37.18
		April 1, 2018	\$33.89	\$37.18
		April 1, 2019		
7.3	Electronics Tech II	Current	\$37.12	\$40.30
		April 1, 2017	\$37.12	\$40.30
		April 1, 2018	\$37.12	\$40.30
		April 1, 2019		
7.4	Mechanic	Current	\$35.21	\$38.52
		April 1, 2017	\$35.21	\$38.52
		April 1, 2018	\$35.21	\$38.52
		April 1, 2019		
7.4a	Welder Millwright	Current	\$37.15	\$40.53
		April 1, 2017	\$37.15	\$40.53
		April 1, 2018	\$37.15	\$40.53
		April 1, 2019		

<b>Pay Grade</b>	<b>Classification</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
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**Occupational Group 7 - Trades (cont.)**

7.5	Carpenter	Current	\$35.55	\$38.65
		April 1, 2017	\$35.55	\$38.65
		April 1, 2018	\$35.55	\$38.65
		April 1, 2019		
7.6	Refrigeration & Air Conditioning Mechanic	Current	\$39.05	\$42.54
		April 1, 2017	\$39.05	\$42.54
		April 1, 2018	\$39.05	\$42.54
		April 1, 2019		
7.6a	Instrument Tech Plumber	Current	\$38.60	\$42.12
		April 1, 2017	\$38.60	\$42.12
		April 1, 2018	\$38.60	\$42.12
		April 1, 2019		
7.7	Electronics Tech III Electrician Plumber / Steamfitter	Current	\$40.89	\$44.46
		April 1, 2017	\$40.89	\$44.46
		April 1, 2018	\$40.89	\$44.46
		April 1, 2019		
<b>Occupational Group 8 Power Engineers</b>				
8.1	Power Engineer (4th Class)	Current	\$31.92	\$35.03
		April 1, 2017	\$31.92	\$35.03
		April 1, 2018	\$31.92	\$35.03
		April 1, 2019		
8.2	Power Engineer (3rd Class)	Current	\$35.43	\$38.91
		April 1, 2017	\$35.43	\$38.91
		April 1, 2018	\$35.43	\$38.91
		April 1, 2019		
8.3	Power Engineer (2nd Class)	Current	\$40.16	\$44.14
		April 1, 2017	\$40.16	\$44.14
		April 1, 2018	\$40.16	\$44.14
		April 1, 2019		

**Pay Grade      Classification**  
**Occupational Group 9 Other Not previously Captured**

			<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
9.1	Volunteer Coordinator (YV) Activity Covenor (SJAH)	Current	\$22.16	\$23.09	\$24.03	\$24.95		
		April 1, 2017	\$22.16	\$23.09	\$24.03	\$24.95		
		April 1, 2018	\$22.16	\$23.09	\$24.03	\$24.95		
		April 1, 2019						
9.2	Activities Convenor (Castor)	Current	\$22.17	\$23.12	\$24.06	\$25.00	\$25.97	\$26.84
		April 1, 2017	\$22.17	\$23.12	\$24.06	\$25.00	\$25.97	\$26.84
		April 1, 2018	\$22.17	\$23.12	\$24.06	\$25.00	\$25.97	\$26.84
		April 1, 2019						

